

**STATEMENT OF WORK (SOW)**

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## **STATEMENT OF WORK (SOW) MAINTENANCE OF NETWORK EQUIPMENT**

The following requirements incorporate the SOW and shall be a part of any contract resulting from this RFP MSA. For the purposes of this SOW, "State" refers to the agency issuing a contract under this MSA.

### **A. General Requirements**

1. Contractor shall provide maintenance service for all network equipment listed in the attached Cost Sheet.
2. At any time and for any reason, State may replace old devices with new devices which may not be listed on the Cost Sheet. Contractor shall maintain replacement devices in the same manner as the listed equipment.
3. All such maintenance services, including parts, labor and replacement equipment, shall be furnished throughout the term of the contract at no additional charge, in accordance with the maintenance option chosen.
4. State may add new equipment available from the manufacturer's catalogs or delete equipment from the equipment list. State will pay no separate charges in addition to the maintenance charges unless specifically set forth in the contract and pre-approved, in writing, by the State.
5. If Contractor encounters equipment that is not listed in the Cost Sheet, Contractor must notify the State to determine if the equipment needs to be added to the contract. State will include any additional equipment by written notification, such as e-mail, making the effective date of service the first day of the month in which the service call was placed. Service for additional equipment will be billed at the specified discounted rate for that manufacturer as stated on the Cost Sheet.
6. Some State facilities may have security measures that require the Contractor to adhere to a particular dress code or that involve security protocols. The State agency contact shall advise the Contractor of any restrictions or protocols prior to a site visit.

### **B. Definitions**

1. Equipment Replacement – If the Contractor is unable to repair the malfunctioning equipment within the timeframes specified in the SOW, the Contractor shall replace the unit with the same model.
2. Equipment Substitution – If the Contractor is unable to repair the malfunctioning equipment within the timeframes specified in the SOW and does not have available the same model for replacement, Contractor may substitute a current like model.
3. Maintenance – All services performed by the Contractor in accordance with manufacturer's published specifications to keep network equipment in good operating condition.

4. Response Time – The time interval between when a service call is made to the Contractor by the appropriate Agency representative, and the time qualified maintenance service personnel arrive at the site of the problem.
5. Time and Materials – Parts and labor not considered by the Contractor and the State to be covered under the contracted maintenance service.

### **C. Contractor Requirements for all Maintenance Coverage Options**

1. The Contractor shall have a dispatch center available 7x24x365 with a toll free number to open trouble calls from the State and to schedule the dispatch of a Field Engineer (FE). Maintenance shall be performed after notification by authorized State personnel that the equipment is malfunctioning. All FEs must have, at minimum, a Cisco Certified Network Associate (CCNA) certification.
2. The Contractor's Primary Contact will act as a central point of contact to resolve any manufacturer's maintenance entitlement disputes between the manufacturer and the State during an outage.
3. FEs will call the designated State contact as soon as they arrive on-site. The FE will remain on site until released by the State.
4. All FEs and Contractor's second level technical support must participate on each dispatch. The second level technical support is an equipment specialist with unique training and/or experience who is specialized in providing diagnostic assistance and/or repair expertise when a service call is particularly difficult. A current Cisco Certified Network Professional (CCNP) level is required for Cisco equipment.
5. Third level special technical support consisting of a Cisco Certified Internetwork Expert (CCIE) shall be available at the State's discretion whenever the Contractor's second level support is deemed insufficient. The third level technical support is a machine(s) specialist whose geographical responsibilities normally include multiple Field Engineering Branch Offices, and who has received in-depth specialized training and experience and possesses extensive diagnostic ability specifically designed to assist on unusually complex problems.
6. All FEs will carry:
  - a. Cellular telephones;
  - b. Laptop with Trivial File Transfer Protocol (TFTP), Cisco IOS software currently used by the State, and Hyper terminal application;
  - c. Console cable;
  - d. Protocol analyzer or equivalent software;
  - e. Hard loop back plug;
  - f. Telephone maintenance tools;

- g. Connector and cable kits with adapter; and,
  - h. Data line cable to the maintenance site and cable tester.
7. The Contractor's Mean Time to Repair (MTTR) will be (1) hour from the time the FE arrives on site and receives the replacement part/whole unit to completion of the repair.
  8. When repair of the malfunctioning component has not been completed as specified in this Agreement for Maintenance Option 4 within four (4) hours after notification that remedial maintenance is required, the Contractor shall restore service immediately by utilizing replacement equipment. Replacement shall be in accordance with K.2.a of this section.
  9. The Contractor must have the ability to escalate problems within their organization and/or the manufacturer's organization in order to meet MTTR requirements.
  10. Upon execution of this Agreement, the Contractor will provide a service escalation plan for contacts available 24x7. The plan will include names, telephone, pager and cellular telephone numbers for primary and backup contacts.
  11. The Contractor must maintain an updated database of all equipment under this agreement to include, but not be limited to, serial numbers, model numbers, locations, maintenance price, and effective date of maintenance. The database must be readily accessible and importable by the State.
  12. The Contractor must have a replacement parts management system with provisions for backup parts to meet MTTR.
  13. If the FE deems a service call to be Time and Material (T&M) billable and not maintenance option procured, the FE must first contact the State representative and give the reason(s) why the call is considered T&M. The State will direct the FE to proceed or not with the service. In the event approval is not received before repair(s) are started, the State will not be held responsible for the associated T&M costs.
  14. The Contractor must provide replacement parts for the proposed equipment for 1) five years or, 2) the time that this agreement is in effect, including extensions and renewals.

#### **D. Technical Assistance Support Requirements for Cisco SMARTnet Coverage**

1. The Contractor must provide authorized State personnel with a direct Cisco Technical Assistance Center (TAC) telephone number and web-based access to a single point of contact for requesting technical assistance and/or service 24x7x365.
2. All maintenance support for Cisco equipment is to be provided directly from Cisco TAC using Cisco SMARTnet. Direct contact with Cisco TAC shall be provided to the State by both phone and web base access.
3. All terms and conditions of the Cisco SMARTnet are hereby incorporated by reference into this Agreement.

4. Upon execution of this Agreement, the Contractor will provide to State a list of names of all FEs and their coverage areas.
5. The Contractor will supply to the State through the Cisco SMARTnet service contract Cisco Connection Online (CCO), which includes CCO access for designated State employees; the Cisco contract number(s) associated with the SMARTnet maintenance; access to Cisco's Technical Assistance Center (TAC), access to the Cisco e-Commerce tools; and a CCO Administrator for the tool of "My colleagues on CCO" access level. The State will have the ability to make direct requests to Cisco for Return Material Authorization (RMA) and Engineering Failure Analysis (EFA).
6. The Contractor's dispatch center will coordinate the arrival times between the on-site FE and the Cisco part or whole unit per the State's technical staff instructions. The State will have the ability to escalate around standard troubleshooting processes and will make the final determination with regards to equipment replacement.
7. The Contractor will act as a central point of contact to resolve any Cisco SMARTnet maintenance coverage disputes between Cisco and the State.

#### **E. Technical Assistance Support Requirements for Kentrox Coverage.**

1. All FEs must be trained and have five years experience with DSU/CSU.
2. The Contractor must have Kentrox DSU/CSU certification.
3. The Contractor's dispatch center will coordinate the arrival times between the on-site FE and the manufacturer's part or whole unit, per the State's technical staff instructions.

#### **F. Maintenance Options**

The State may use any combination of maintenance options. The specific maintenance options will be detailed at the time equipment is added to the Agreement. (See Rider B Cost Table)

1. Option #1 -- Equipment (including both hardware and software) maintenance.

The Contractor will procure, at best value and on the State's behalf, any Cisco SMARTnet parts or whole unit maintenance support for all Cisco series equipment.

2. Option #2 -- FE Services on T&M Dispatch
  - a. The Contractor will provide a trained FE to be dispatched to the customer's site, arriving on site within the procured response time option, starting with the initial notification by the State. The cost for the FE's services will be on a per hour basis.
  - b. The costs per hour will be itemized on the following categories: travel time, mileage, labor, weekend, holidays, and outside the Principle Period of Maintenance (PPM).
  - c. The PPM shall be between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. The State may change the PPM coverage by giving the Contractor fifteen (15) days prior written notice.

- d. For those sites located within a 50-mile radius of a Maintenance Service Center, the response time shall not exceed the procured response time option. For those sites located outside of the 50-miles radius of a Maintenance Service Center, an extra one-half (1/2) hour will be allowed for each additional 20-mile increment. Regardless of location, response time shall not exceed eight (8) hours.
3. Option #3 -- FE services bundled into the monthly hardware and software maintenance cost.
- a. The Contractor will provide a trained FE to be dispatched to the customer's site. Upon notification by the State, the FE will arrive on-site within the procured response time option.
  - b. For Cisco equipment the Contractor will procure, at best value and on the State's behalf, any Cisco SMARTnet parts or whole unit maintenance support for all series of Cisco equipment.
  - c. For Kentrox equipment the Contractor will procure, at best value and on the State's behalf, parts or whole unit maintenance support for all series of Kentrox Equipment.
  - d. All maintenance service, including both parts and labor, shall be furnished at the maintenance rate specified in this Agreement for this option.
  - e. The PPM for coverage shall be between the hours of 7:00 A.M. and 6:00 P.M, Monday through Friday. The State may change the PPM coverage by giving the Contractor fifteen (15) days prior written notice.
  - f. ***For those sites located within a 50-mile radius of a Maintenance Service Center, the response time shall not exceed the procured response time option. For those sites located outside of the 50-mile radius of any Maintenance Service Center, an extra one-half (1/2) hour will be allowed for each additional 20-mile increment. Regardless of location, response time shall not exceed eight (8) hours.***
  - g. ***The State will not pay travel expenses for remedial maintenance performed within this maintenance option.***
4. Option #4 – FE services bundled into the monthly hardware and software maintenance cost with a Mean Time to Repair (MTTR) of four (4) hours.
- a. The Contractor will provide a trained FE to be dispatched to the customer's site. Upon notification by the State, the FE has a 4-hour MTTR to arrive on-site and execute the required repairs/replacement.
  - b. For Cisco equipment, the Contractor will procure, at best value and on the State's behalf, any Cisco SMARTnet parts or whole unit maintenance support for all series of Cisco equipment.

- c. For Kentrox equipment, the Contractor will procure, at best value and on the State's behalf, parts or whole unit maintenance support for all series of Kentrox equipment.
  - d. All maintenance services, including both parts and labor, shall be furnished at the maintenance rate specified in this Agreement for this option.
  - e. The PPM for coverage shall be between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. The State may change the PPM coverage by giving the Contractor fifteen (15) days prior written notice.
  - f. The State will not pay travel expenses for remedial maintenance performed within this maintenance option.
5. There shall be no additional maintenance charges for:
- a. Remedial maintenance during the PPM coverage. Remedial maintenance that is due to the fault or negligence of the State will be covered under the Time and Material cost.
  - b. Time spent by FEs after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced.
  - c. Work performed during the first hour when remedial maintenance service is requested during the covered period of maintenance and the actual work is begun outside the period.
  - d. Work performed as a result of a "call-back" when a malfunction reoccurs within forty-eight (48) hours of the previous service.

#### **G. Responsibilities of the Contractor**

- 1. The Contractor must provide the State agency with a single point of contact to attend regularly scheduled meetings who has the ability within the Contractor's organization to use various avenues of escalation and problem resolution.
- 2. The Contractor must list the address, telephone number, number of FEs, and years of experience for each trained person at all Service Centers.
- 3. Each FE must have at least five (5) years of experience maintaining the equipment, or similar equipment, which they are required to service. Upon execution of Agreements under this MSA, the Contractor must include resumes and training certificates for each FE listed. All FEs must have continuing, up-to-date training on the equipment being offered during the period of the Agreement. Upon request, the Contractor must offer a plan as to how the FEs will maintain this up-to-date training.
- 4. All FEs must have five years of experience in trouble shooting in-house wiring.

5. All FEs must be trained and have five years of experience on Category 5/6 cabling standards.
6. The FE must have knowledge and experience with WAN technology (Frame Relay, ATM, ISDN, DSL, Point-to-Point, Internal DSU/CSU etc.).
7. The FE must have five years of experience working with telephone company technical staff.
8. The Contractor must have knowledge of Cisco equipment; including, but not limited to configuring, testing, and installing equipment.
9. The Contractor must have ADC Kentrox DSU/CSU technical certification.
10. The Contractor must be a Cisco Gold Certified partner with the ability to escalate problems/issues to Cisco for Tier 3 needs.
11. If the State determines that the resumes and training certificates are inadequate to determine field engineer qualifications, the State may request that the bidder submit references for any field engineer whose qualifications are in question. The State will be the final authority when determining whether a field engineer meets the required qualifications.
12. Returned Materials Authorization (RMA) returns to Cisco are the responsibility of the vendor and the FE must take the RMA equipment and materials with them when they leave the site.

#### **H. Responsibilities of the State**

1. Subject to the State's security regulations, the Contractor shall have full and free access to the equipment which is to be maintained.
2. The State will provide adequate working space, including heat, light, ventilation, electrical current and outlets, for use by the Contractor's maintenance personnel at the time maintenance is being performed. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.
3. The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the manufacturer's environmental requirements for the equipment listed in the Price List.
4. The State will be responsible for the additional time and materials cost of maintenance of a system which has been modified by substitution and/or additions provided by a third party, and the system or equipment failure was caused by the system modification.
5. The State will troubleshoot and make the final determination with regards to equipment replacement of parts or whole units. However, in the event this leads to an unneeded service call, the State may be charged T&M for the visit.



6. The State agrees to pay for replacement equipment or loss or damage to a machine, caused by use of the machine for other than data processing purposes. In no event shall the State pay more than the purchase price of the equipment.

#### **I. Software Maintenance**

1. All operating system software maintenance updates and upgrades (minor and major releases) provided by the original equipment manufacturer (OEM) for equipment shall be furnished to the State throughout the term of this Agreement at no additional charge. The Contractor shall notify the State of these releases within five (5) State business days of the release date. The Contractor shall, if requested by the State, perform the installation of these releases at the OEM's rate, less the established discount.
2. If the equipment becomes inoperable during a download of an IOS patch, a dispatch call will be placed to restore the equipment to service.

#### **J. Alterations and Attachments**

1. If, in the Contractor's opinion, no safety hazard is thereby created, the State may make alterations or install attachments to the equipment at the State's expense. The State shall assume full liability for any damages and/or degradation of equipment performance attributable to such alteration or attachment.
2. If the alteration or attachment interferes with the normal and satisfactory maintenance of any of the machines in such a manner as to render maintenance impractical, the State will, upon notice from the Contractor to that effect, remove the alteration or attachment and restore the machine to its normal condition at its own expense.
3. Any reprogramming agreed to by the Contractor which is required to accommodate such alterations and/or attachments shall be accomplished at the State's expense. (See Time and Material rates.)
4. If an inspection by the Contractor is required to determine if the unaltered portion of the machine or system remains practical to maintain or that no safety hazard has been created, the State shall be so notified and a mutually agreeable inspection date will be scheduled.
5. Repair of damage or increase in the Contractor's personnel time attributable to the alteration or attachment will be billed to the State at the Contractor's applicable T&M rates from the Cost Table.

#### **K. Equipment Replacement/Substitution**

1. Notwithstanding any other provision of this Agreement, equipment that fails to function in the manner for which it was designed to the extent that the State's programs are affected shall be replaced at the State's request. Prior to requesting replacement, the State shall make every attempt to satisfactorily resolve the problem, including, but not limited to, the usage of the State's troubleshooting tools and techniques. The State will

be the sole judge as to the adverse impact upon the State's programs on non-functioning equipment requested for replacement.

2. Service Restoration.

- a. When repair of the malfunctioning CISCO and/or KENTROX component(s) or unit(s) has not been completed within one (1) hour from the time the FE arrives and receives the replacement part/whole unit, the FE will utilize their third level technical support and the State will utilize Cisco's Senior Engineer. If after an additional one (1) hour the CISCO component or unit is not working, the FE will immediately restore service by utilizing replacement equipment. The replacement equipment is to remain in place and becomes the property of the State. The Contractor shall provide written notification of this replacement including model and serial numbers of the equipment being replaced and of the replacement equipment being installed.
  - b. The State recognizes that some sites covered by this Agreement may be located in outlying areas where an FE may experience delays in arriving at the site due to distance and accessibility. Therefore, for the purpose of allowing State personnel to effect a parts replacement in the event the FE is unable to arrive within the required time period, the Contractor may, on a site-by-site basis, request permission to stock spare major equipment components at the operating location at no additional cost to the State agency. The State may approve or reject each such request in writing.
  - c. For each approved location, the Contractor shall instruct the appropriate State personnel in the proper methods of disconnecting failed equipment, physically replacing such equipment with the appropriate spare equipment, and connecting the spare equipment.
  - d. In the event such a failure and replacement occurs, the Contractor will endeavor to repair or replace the failed equipment within five (5) State business days after notification by the State of the substitution. If the State is unable to effect the replacement satisfactorily, the Contractor must, upon notification by the State that such replacement was unsuccessful, respond to the service call and make the appropriate repairs or replacements in the same manner as at any other site that did not have replacement parts stored at the site.
  - e. Under certain circumstances, the State may allow the Contractor to substitute current models with like configurations and capabilities, on a site-by-site basis and at no additional cost to the State agency.
3. The State personnel shall use all due care in replacing the equipment, but shall not be responsible, unless negligent, for damage to the Contractor's equipment.

**L. Relocation of Equipment**

1. If it is necessary and in the best interest of the State to have the Contractor move any equipment maintained under this Agreement to another location, the State will notify the Contractor in writing or electronically a minimum of seven (7) working days in advance of the anticipated move date that the move is scheduled to take place. The State will provide a service request number, date of disconnection, the locations from and to which

the equipment is to be moved, and the required re-connection date. Services will be billed at the rates for time and materials.

2. If the Contractor is notified a minimum of seven (7) working days in advance of a move, and the Contractor does not actually relocate the equipment by the date required, a credit shall be applied for each machine as stipulated under Section Q, Maintenance Credit.
3. On the State-specified date and time, the Contractor shall disconnect the affected equipment, physically move (relocate) and reconnect the equipment, and certify the successful relocation.
4. Rearrangement of equipment at a single site for the State's convenience shall be at State's expense.
5. There shall be no interruption of maintenance payments or maintenance service as a result of relocation of equipment.

#### **M. Risk of Loss or Damage**

The State shall be relieved from all risk of loss or damage to the equipment maintained under this Agreement during periods of transportation, installation and during the entire time the equipment is in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the State.

#### **N. Replacement Parts**

1. ***The Contractor must have the capability of having spare stocking locations based on the specific components covered under maintenance in each of the coverage areas to ensure adequate replacement components are available to meet the maintenance option repair time as defined under this Agreement.***
2. All replacement parts and equipment must be new and the latest model in current production. Used, shopworn, demonstrator, prototype or discontinued parts or equipment are not acceptable.

#### **O. Equipment Moves, Additions, Deletions and Changes**

Under the terms of this Agreement, the State will notify the Contractor of all equipment additions, deletions, moves, and changes. The Contractor must provide uninterrupted maintenance on any equipment which is relocated under the terms of this Agreement unless otherwise notified by the State. In the event the equipment being maintained under this Agreement is moved to another location, the Contractor shall continue to maintain the equipment at the new location.

#### **P. Maintenance Service Centers**

Maintenance Service Centers are sites within fifty (50) miles of the City Hall from which FEs can be dispatched and where spare parts can be stored. Response times are calculated from the following Maintenance Service Centers:

Anaheim	Eureka	Oakland	San Francisco
Bakersfield	Fresno	Palm Springs	San Jose
Barstow	Fort Bragg	Redding	San Luis Obispo
Bishop	Los Angeles	Riverside	Santa Barbara
Chico	Marysville	Sacramento	Santa Rosa
El Cajon	Merced	San Bernardino	Stockton
El Centro	Monterey	San Diego	Susanville
Out of State Locations :			
Atlanta, GA	Malvern, PA	Reno, NV	Twinburg, OH
Boulder, CO	Nashville, TN	Spartanburg, SC	

1. Upon execution of this Agreement, the Contractor will identify the primary and backup FE for each Maintenance Service Center.
2. If the Contractor has other Maintenance Service Centers which are intended to be utilized to perform services under this Agreement, they will be added to the list of required Maintenance Service Centers. The number and qualifications of the personnel at each Center must be listed and included in the bid response for State's review and acceptance.

#### **Q. Maintenance Credit**

1. If the Contractor's FE charge is part of the bundled maintenance cost and the FE does not meet the required MTTR, there will be a maintenance credit of 1/30 of the unit monthly maintenance charge for each hour after the Contractor's maintenance personnel should have arrived on-site. Additionally, if the inoperable machine resulted in an interconnected machine to become unusable as a result of the breakdown, the Contractor shall grant another 1/30 maintenance credit for each additional unusable machine; provided the machine became inoperative through no fault of the State, and the malfunction was attributable to equipment failure.
2. If the Contractor's FE charge is on a T&M basis and the FE does not meet the required MTTR, there will be a maintenance credit of the T&M hourly charge for each hour the FE was non-responsive. The T&M hourly maintenance credit will be for the malfunctioning unit and each additional unusable machine, provided the machine became inoperative through no fault of the State, and the malfunction was attributable to equipment failure.

#### **R. Termination and Continuation**

1. The State may terminate this Agreement without prejudice upon thirty (30) days prior written notice. No costs shall be incurred after termination. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.
2. Any order issued using this agreement as its authority for issuance may be terminated without prejudice upon thirty (30) days written notice. No costs shall be incurred after termination.

3. Upon termination of the Agreement or any order issued under the authority of this agreement, the Contractor will assist the State in the orderly termination of the Agreement and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. The Contractor agrees to continue to maintain and support contracted services until migration to a replacement service is complete. If migration effort is required to continue beyond the term of the Agreement, Contractor agrees to extend this Agreement under the existing terms for the time necessary to complete the migration.

## **S. Contract Administration**

### **1. Title of Equipment**

Equipment maintained under this Agreement is State-owned equipment and is the property of the State.

### **2. Sales Representation**

The Contractor shall provide sales representatives available five (5) working days a week, from 8:00 A.M. to 5:00 P.M., Pacific Time, to assist in reviewing and resolving any problems which may arise during the period of this Agreement. The Contractor must provide a sales representative with the ability to review and resolve problems or issues and attend regularly scheduled meetings or on an as needed basis.

### **3. Contractor Sales Response Requirements**

- a. In the event the State is not satisfied with the responsiveness of the sales representative, the Contractor shall provide the name of an authorized Contractor representative who will have the authority to immediately resolve any administrative and/or service problems that have not been resolved in a timely manner. This person(s) must be identified in the Agreement.
- b. Sales representatives, or designees of same or higher staff level, shall respond to the State via return telephone call or on-site visit within twenty-four (24) hours of the State's contact.
- c. Should Contractor sales representatives not contact the State within twenty-four (24) hours of telephone call for information, the State representative will make an attempt to contact the Contractor's sales organization as follows:
  - (1) If the Contractor has not contacted the State within twenty-four (24) hours (now forty-eight (48) hours since first attempt to contact) the State representative will make an attempt to contact the Contractor's regional corporate office via telephone calls as well as FAX to advise of the sales organization's non-responsiveness.
  - (2) Contractor corporate officer shall thereupon cause the local sales representative to respond within twenty-four (24) hours to the State. In addition, the Contractor corporate officer shall, within five (5) working days of contact, advise the State representative, in writing, of action taken to correct the non-responsive situation.

- (3) If, in any three (3) month period during the life of this Agreement, the State representative/contact person must contact the Contractor's regional corporate officer three or more times because of non-responsiveness as described above, the State may seek remedies under GSPD-401IT, Section 25, Rights and Remedies of State for Default.

#### 4. Subcontractors

Any subcontractor that the Contractor chooses to use in fulfilling the requirements of this Agreement, and which is expected to receive more than ten percent (10%) of the calculated value of this Agreement, must also meet all the performance requirements stipulated herein, as applicable.

### **T. Problem Escalation**

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the project manager will determine the level of severity, and notify the appropriate State personnel. The State personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State shall provide the Contractor a problem escalation list of personnel to include name, title, telephone number and email address.

### **U. Invoices and Payments**

1. The Contractor shall render invoices for total monthly charges in arrears, naming this Agreement as the authority under which the order is being issued. Such invoices are not due and payable, and do not constitute an obligation of the State, until the services or products are provided and accepted. The Contractor must submit only one invoice per order in duplicate.
2. The Contractor shall make every effort to reconcile incorrect invoices in a timely manner. This should not exceed 30 days from notification by the State of the discrepancy. The State may withhold payments of all invoices, issued as a result of this agreement, until the discrepancies have been corrected.
3. The Contractor shall, in addition, make every effort to reflect equipment relocations on invoices in a timely manner. This should not exceed 30 days after receipt of the approved relocation document. The State may withhold payments of all invoices until the discrepancies have been corrected.
4. The promptness of payments shall be governed by Government Code Section 926.19 et seq.
5. Required Payment Date
  - a. When payment is due shall be governed by Government Code Section 927 et seq., as per GSPD-401IT, Section 30. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the

equipment and/or software is accepted by the State during the specified testing period.

b. Travel expenses must be included as part of the Contractor's PPM rate.

6. Invoices must include the following:

- a. A certification statement signed by a company official, attesting to the accuracy of the invoice data.
- b. Device type, serial number, Contractor's ticket number, the State's service order number, date of service and device location.
- c. For maintenance outside the PPM, provide cost break down by date including trip time charge, trip mileage charge and labor charge.
- d. Description of service and resolution of trouble.
- e. If the State does not accept the identified general tasks or deliverables in this SOW, payment of invoice will be withheld by the State and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for no acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

## **V. Reporting Requirements**

1. The Contractor shall provide monthly reports, due the first State business day of the month, containing the following information:
  - a. Agreement number;
  - b. Spreadsheet number;
  - c. The Agency's complete address;
  - d. List of activities performed;
  - e. Complete address of location where services were performed; and,
  - f. Serial numbers.
2. Contractor must have the ability to provide monthly reports including serial numbers, models, and locations for the following purposes:
  - a. Equipment currently maintained on the Agreement.
  - b. Equipment added to the Agreement by date.
  - c. Equipment removed from the Agreement by date.
  - d. Equipment listing by model.
  - e. Equipment listing by maintenance type.
  - f. Contract expenditure.
  - g. Equipment cost.
- 3 Ad Hoc Reports

Contractor must have the ability to provide Ad Hoc reports for administrative purposes within twenty-four (24) hours after the State's request including serial numbers, models, locations, contract expenditure to date, and related maintenance options.

4. The Contractor shall provide monthly reports of ordering activity against this Agreement containing the below listed information to the Department of General Services:
  - a. Agreement number and order number.
  - b. Complete address of State Agency on the order.
  - c. Bill code of State.
  - d. Order total or order amendment total.

5. Reports shall be sent to:

Department of General Services  
Procurement Division, Multiple Award Program  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

#### **W. Points of Contact**

Contractor shall provide State with information for its primary contact to include name, title, address, phone number, fax number and e-mail address. State shall provide Contractor the same information for the State's administrative and technical contacts.

#### **X. Contract Term**

The term of this Agreement shall be for a period of three (3) years with an option of two (2) individual one-year extensions.

#### **Y. Contract Modifications**

This Agreement may be modified only through written amendment by mutual agreement of the parties.

#### **Z. Contractor Performance**

1. The State will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Agreement. Should the work performed or the products produced by the Contractor fail to meet the minimum State conditions, requirements or other applicable standards, specifications, or guidelines, the following resolution process will be employed, except as superseded by other binding processes.
2. The State will notify the Contractor in writing within five (5) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.



3. The Contractor will, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State's initial problem notification within the required time limits may result in immediate termination of this Agreement. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.
4. The State will, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the State's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of this Agreement. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.
5. The State will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of this Agreement. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.

#### **AA. Confidentiality**

In addition to the State's terms and conditions, the Contractor will sign all confidentiality/privacy/security/conflict of interest/statement of economic interest, and other necessary agreements as required by the State to successfully provide the services described in this Agreement.